

TABLE OF CONTENTS

SF 1442

- A. Price
- B. Scope of Work
- C. Packaging and Marking
- D. Inspection and Acceptance
- E. Deliveries/Performance
- F. Administrative Data
- G. Special Requirements
- H. Clauses
- I. List of Attachments
- J. Quotation Information
- K. Evaluation Criteria
- L. Representations, Certifications and Other Statements of Offerors or Quoters

Attachments:

- Attachment 1: TESTING PROCEDURES AND PARAMETERS, 5 FAH-9 H-374 FIBER OPTIC TESTING, 5 FAH-9 H-376 DOCUMENTATION and Exhibit. Page 36.
- Attachment 2: Government Furnished Property (none).

REQUEST FOR QUOTATION

A. PRICE

The contractor shall complete all work, including furnishing all labor, material, equipment and services required under this purchase order for the following firm fixed price and within the time specified herein. This price shall include all labor, materials, overhead, profit and VAT.

<u>Line Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
001	Provide, Install and Test 12 Core Single Mode Fiber Optic	1	_____
002	10/100BaseT/TX to 100BaseFX Media Converters	2	_____
003	VAT	1	_____

B. SCOPE OF WORK

1. The Contractor shall provide, install, and test a new 12 Core Single Mode Fiber Optic cable connection between the U.S. Embassy, 15 Queen's Park West, and commercial office space at #1 Briar Place. The commercial office space for this project is located on the 2nd floor of a 3 story commercial office building. The cable will terminate in fiber optic trays in the LAN room of the commercial office space, Briar Place. The installation shall be accomplished in accordance with the TIA 758-A standard for "Customer-owned Outside Plant Telecommunications Infrastructure Standard".
2. The Contractor shall provide, install and verify the proper functioning of a quantity of two (2) 10/100BaseT/TX to 100BaseFX Media Converters.
3. Fiber Optic Cable : 12 Core Single Mode Fiber will be installed between demarcation points at the U.S. Embassy, 15 Queen's Park West and #1 Briar Place as determined by the Customer. All materials will be supplied by the contractor. At a minimum the following conditions will apply:

Fiber cable type	Wavelength (nm)	Maximum Attenuation Coefficient (dB/km)
50/125µm Multimode	850	3.5
	1300	1.5
62.5/125µm Multimode	850	3.5
	1300	1.5
Singlemode Inside plant	1,310	1.0
	1,550	1.0
Singlemode Outside plant	1,310	0.3
	1,550	0.3
Link attenuation = Cable attenuation + Connector atten. + Splice atten.		
Cable attenuation = Attenuation coefficient (dB/km) x length (km)		
Connector Attenuation = (number of connector pairs) x 0.75 dB		
Splice attenuation = (number of splices) x 0.3 dB		

4. The Contractor shall supply and install either Singlemode 62.5/125µm or Singlemode 50/125µm, to be reflected in the Contractor's quotation.
5. The installation shall be accomplished in accordance with the TIA 758-A standard for "Customer-owned Outside Plant Telecommunications Infrastructure Standard".
6. The Contractor shall provide "as-built" network drawings of the fiber optic portion of the installation; and shall provide performance/test results of the installed fiber.
7. Grounding and Bonding: Lightning protectors and cable shielding shall be grounded in accordance EIA standard 607 and the NEC (NFPA 70).
8. Drawings: In case of differences between small and large scale drawings, the later will govern. Where a portion of the work is drawn in detail and the remainder of the work is indicated in outline, the parts drawn in detail shall apply also to all other portions of the work.
9. Administration: Contractor shall provide a submittal **within 7 calendar days after contract award** (prior to the issuance of a Notice to Proceed) documenting cable routing, conduits, and pathways from the demarcation points at the U.S. Embassy, 15 Queen's Park West and #1 Briar Place as identified by the Contracting Officer Representative (COR).
10. Contractor shall label all cabling and receptacle boxes as set forth in EIA standard 606 as well. Contractor shall provide as-builts (labels, records, drawings, etc) showing all cable terminations and cross-connects. Each terminating connector must be given a unique number. See EIA standard 606 for details.

11. Security: Work in some areas will require a cleared American escort.
12. Testing: The Contractor shall comply with the testing procedures in Attachment 1. Acceptance is based upon successful completion of testing procedures identified in Attachment 1; and that all results are within required parameters. Final acceptance of delivery under this purchase order is based upon the quality of the transmitted signal, and the quality of the installation. The minimum test decibel acceptance is .3dB/Km.
13. Patching and Repair: Patching Material shall match existing materials in type and quality and be specifically designed to fill holes, spaces, and voids and cavities at communication penetrations. Patching material shall be made of firestopping materials. Restore patched surfaces as close to the original condition and finish as possible.

C. PACKAGING AND MARKING

It is anticipated that the Contractor will maintain possession of all materials and equipment until the materials or equipment are installed in performance of this purchase order. The Contractor shall not store materials or equipment on U.S. Embassy property.

D. INSPECTION AND ACCEPTANCE

1. The COR, or his/her authorized representatives, will inspect from time to time the services being performed under this contract and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.
2. The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.
3. Substantial Completion: Definitions:

(a) "*Substantial Completion*" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

- i. do not interfere with the intended occupancy or utilization of the work, and
- ii. can be completed or corrected within the time period required for final completion.

(b) The "*date of substantial completion*" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

Use and Possession upon Substantial Completion - The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests) the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion, accompanied by the Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

4. Final completion and Acceptance: Definitions:

(a) "*Final completion and acceptance*" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, on which all work required under the contract has been completed in a satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "*date of final completion and acceptance*" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

5. Final Inspection and Tests - The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

6. Final Acceptance - If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

- (a) satisfactory completion of all required tests,
- (b) a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and,
- (c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment.

E - DELIVERIES OR PERFORMANCE

52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)

The Contractor shall be required to (a) commence work under this contract within five (5) calendar days after the date the Contractor receives the Notice to Proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use **not later than 21 calendar days after the notice to proceed**. The time stated for completion shall include final cleanup of the premises and completion of punch-list items.

52.211-12 Liquidated Damages - Construction (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay liquidated damages to the Government in the amount of \$2,520.00 (\$400.00USD) for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

Contractor's Submission of Schedules

(a) The time for submission of the schedules referenced in FAR 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as **7 calendar days after receipt of an executed contract**".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors employed by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the jobsite.

(d) All deliverables shall be in the English language, unless otherwise provided hereunder, and any system of dimensions (i.e., English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed on account of a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. Each deliverable shall be identified as required by the contract.

(e) Acceptance of Schedule: When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of

any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, nor (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

Notice of Delay

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in completion of the project after the completion date, the Contractor shall notify the Contracting Officer of the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give notice not more than ten (10) days following the first occurrence of event giving rise to the delay or prospective delay. Revisions to the approved time schedule shall only be made with the approval of the Contracting Officer.

Notice to Proceed

(a) Following receipt from the Contractor of evidence of insurance within the time specified in Section G of this order, and following acceptance of these documents by the Contracting Officer, the Contracting Officer will provide to the Contractor a Notice to Proceed. The Contractor must then prosecute the work required hereunder, commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed prior to receipt and acceptance of evidence of insurance required hereunder. Issuance of a Notice to Proceed by the Government before receipt of the required bonds or insurance certificates or policies shall not be a waiver of the requirement to furnish these documents.

Designated Holidays and Working Hours

Observe, validate, and plan the work around the U.S. Embassy and Trinidad and Tobago holidays that may occur during this period of performance:

- 20 June, Monday: Labor Day
- 23 June, Thursday: Corpus Christi
- 4 July, Monday: U.S. Independence Day

All work required on U.S. Embassy or Briar Place property shall be performed during 08:00 a.m. to 4:30 p.m., Monday through Friday. Other hours, if requested by the Contractor, may be approved by the COR. The Contractor shall give notice 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours, initiated by the Contractor, will not be a cause for a price increase. The Contractor may choose to work other hours outside of U.S. Embassy or Briar Place property.

Pre-construction Conference: A preconstruction conference will be held 7 days after contract award at the U.S. Embassy to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that effect construction progress. See FAR 52.236-26.

Deliverables

The following items shall be delivered under this contract:

<u>Description</u>	<u>Quantity</u>	<u>Delivery Date</u>	<u>Deliver to:</u>
A. Construction Schedule	1	7 days after award	COR
B. Pre-Construction Conference	1	7 days after award	COR
C. Evidence of Insurance	1	7 days after award	COR
D. Personnel Background checks	1	5 days after award	COR
E. Request for Substantial Completion	1	15 days before inspection	COR
F. "as-built" Network Drawings	1	5 days before inspection	COR
G. Product literature, product specifications, warranties, etc.	1	5 days before inspection	COR
H. Request for Final Acceptance	1	5 days before inspection	COR

F ADMINISTRATIVE DATA

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the U.S. Embassy Facilities Manager John Bronte-Tinkew, 822-5384, cell 310-3122, brontetinkewjf@state.gov .

Payment: The Contractor's attention is directed to Section H, 52.232-5, "Payments Under Fixed-Price Construction Contracts". The following subsections elaborate upon the information contained therein.

Each application for payment, which shall be made no more frequently than monthly, unless otherwise provided herein, shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit.

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount which, in his/her opinion, is then due. In the event the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in 52.232-5, the Contracting Officer shall advise the Contractor of the reasons therefore.

Under the authority of 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

U.S. Embassy
ATTN: Budget and Finance Office
15 Queen's Park West
Port of Spain, Trinidad, W.I.

G. SPECIAL REQUIREMENTS

G.1 Performance/Payment Protection: not applicable.

G.2 Insurance - The Contractor is required by FAR 52.228-5, "Insurance - Work on a Government Installation" to provide whatever insurance is legally necessary. The Contractor, shall, at its own expense, provide and maintain during the entire performance period the following insurance amounts:

General Liability (includes premises/operations, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage, personal injury)

1. Bodily Injury on or off the site stated in US Dollars:

Per Occurrence	\$5,000,000.00TTD [<i>\$793,651.00USD</i>]
Cumulative	\$5,000,000.00TTD [<i>\$793,651.00USD</i>]
2. Property Damage on or off the site in US Dollars:

Per Occurrence	\$5,000.00TTD [<i>\$793.65USD</i>]
Cumulative	\$5,000.00TTD [<i>\$793.65USD</i>]

The foregoing types and amounts of insurance are the minimums required. The Contractor shall obtain any other types of insurance required by local law or that are ordinarily or customarily obtained in the location of the work. The limit of such insurance shall be as provided by law or sufficient to meet normal and customary claims.

The Contractor agrees that the Government shall not be responsible for personal injuries or for damages to any property of the Contractor, its officers, agents, servants, and employees, or any other person, arising from and incident to the Contractor's performance of this contract. The Contractor shall hold harmless and indemnify the Government from any and all claims arising there from, except in the instance of gross negligence on the part of the Government.

The Contractor shall obtain adequate insurance for damage to, or theft of, materials and equipment in insurance coverage for loose transit to the site or in storage on or off the site.

The general liability policy required of the Contractor shall name "the United States of America, acting by and through the Department of State", as an additional insured with respect to operations performed under this contract.

The Contractor shall provide evidence of the insurance required under this purchase order within seven (7) calendar days after award. Failure to timely submit this evidence, in a form acceptable to the Contracting Officer, may result in rescinding or termination of the contract by the Government.

G.3 Document Descriptions

G.3.1 Supplemental Documents : The Contracting Officer shall furnish from time to time such drawings and other information as is considered necessary, in the opinion of the Contracting Officer, to interpret, clarify, supplement, or correct inconsistencies, errors or omissions in the Contract documents, or to describe minor changes in the work not involving an increase in the contract price or extension of the contract time. The Contractor shall comply with the requirements of the supplemental documents, and unless prompt objection is made by the Contractor within 20 days, their issuance shall not provide for any claim for an increase in the Contract price or an extension of contract time.

G.3.2 Record Documents. The Contractor shall maintain at the project site:

- a current marked set of the Contractor's drawings indicating all interpretations and clarification, contract modifications, change orders, or any other departure from the contract requirements approved by the Contracting Officer; and,
- a complete set of drawings, product data, samples and other submittals as approved by the Contracting Officer.

G.3.3 "As-Built" Documents: After final completion of the work, but before final acceptance thereof, the Contractor shall provide:

- a complete set of "as-built" drawings, in Word, Visio or other electronic format, marked to show the details of construction as actually accomplished; and,
- Documentation of the product specifications, manufacturer information, product literature and warranties on the cable, equipment and products that were installed in performance of this purchase order.

G.4 Laws and Regulations

The Contractor shall, without additional expense to the Government, be responsible for complying with all laws, codes, ordinances, and regulations applicable to the performance of the work, including those of the host country, and with the lawful orders of any governmental authority having jurisdiction. Host country authorities may not enter the construction site without the permission of the Contracting Officer. Unless otherwise directed by the Contracting Officer, the Contractor shall comply with the more stringent of the requirements of such laws, regulations and orders and of the contract. In the event of a conflict among the contract and such laws, regulations and orders, the Contractor shall promptly advise the Contracting Officer of the conflict and of the Contractor's proposed course of action for resolution by the Contracting Officer.

The Contractor shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety, and similar matters, to the extent that such compliance is not inconsistent with the requirements of this contract.

The Contractor shall give written assurance to the Contracting Officer that all subcontractors and others performing work on or for the project have obtained all requisite licenses and permits.

Proper documentation and evidence satisfactory to the Contracting Officer of compliance with this clause shall be submitted by the Contractor at such times as directed by the Contracting Officer.

G.5 Construction Personnel

The Contractor shall maintain discipline at the site and at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst those employed at the site and for the preservation of peace and protection of persons and property in the neighborhood of the project against the same. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee that the Contracting Officer deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the project is deemed by the Contracting Officer to be contrary to the Government's interests.

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

After award, the Contractor has **five (5)** calendar days to submit to the Contracting Officer a list of workers and supervisors assigned to this project for the Government to conduct all necessary security checks. It is anticipated that security checks will take four (4) work days to perform. For each individual the list shall include:

- Full Name
- Place and Date of Birth
- Current Address
- Telephone number
- Form of Identification, and identification number

Failure to provide any of the above information may be considered grounds for rejections and/or resubmittal of the application. Once the Government has completed the security screening and approved the applicants a badge will be provided to the individual for access to the site. This badge may be revoked at any time due to the falsification of data, or misconduct on site.

The manager assigned by the contractor to superintend the work on-site, as required by Section H, FAR 52.236-6, "Superintendence by the Contractor", shall be fluent in written and spoken English. This individual shall also be considered a key personnel under the terms of this purchase order.

G.6 Materials and Equipment

All materials and equipment incorporated into the work shall be new and for the purpose intended, unless otherwise specified, and all workmanship shall be of good quality and performed in a skillful manner as determined by the Contracting Officer.

G.6.1 Custody of Materials

The Contractor shall be responsible for the custody of all materials received for incorporation into the project upon delivery to the Contractor or to any person for whom it is responsible, including subcontractors. If required by the Contracting Officer, the Contractor shall clearly mark in a manner directed by the Contracting Officer all items of which the Contractor has custody but which have not been delivered or secured at the site, clearly indicating the use of such items for the U.S. Government project. This is required for all items that have been tested prior to installation, in accordance with the statement of work.

G.6.2 Basis of Contract Price

The contract price is based on the use of the materials, products and equipment specified in the contract, except for substitutions or "Or-Equal" items proposed by the Contractor in the quotation which have been specifically approved by the Government at the time of execution of the contract. Any substitution approved by the Government after execution of the contract shall be subject to an appropriate adjustment of the contract price.

G.6.3 Substitutions

(a) Prior approval required. The Contractor must receive approval in writing from the Contracting Officer before substitutions (1) proposed by the Contractor but not yet approved at the time of execution of the contract, or (2) proposed by the Contractor after execution of the contract may be used in the project. Sufficient information to permit evaluation by the Government must be accompany any substitution request including but not limited to the reasons for the proposed substitution and data concerning the design, appearance, performance, composition, and relative cost of the proposed substitute. The Contractor shall make requests for substitutions in a timely manner to permit adequate evaluation by the Government. If, in the Contracting Officer's opinion, the use of such substitute items is not in the best interests of the Government, the Contractor must obtain the items originally specified with no adjustment in the contract price or completion date.

(b) Approval through shop drawings. The Contractor may propose substitutions of materials in the submittal of shop drawings, provided such substitution is specifically requested in writing in the transmittal of the shop drawings to the Contracting Officer. Such substitution requests must be made in a timely manner and supported by the required information.

(c) Final approval on delivery. Acceptance or approval of proposed substitutions under the contract are conditioned upon approval of items delivered at the site or approval by sample. Approval by sample shall not limit the Government's right to reject material after delivery to the site if the material does not conform to the approved sample in all material respects.

G.6.4 "Or-Equal Clause"

References in the Specifications/Statement of Work to materials, products or equipment by trade name, make, or catalog number, or to specific processes, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may propose for approval or rejection by the Contracting Officer the substitution of any material, product, equipment or process that the Contractor believes to be equal to or better than that named in the Specifications/Statement of Work, unless otherwise specifically provided in this contract.

G.7 Special Warranties

Any special warranties that may be required under the contract shall be subject to the stipulations set forth in 52.246-21, "Warranty of Construction", insofar as they do not conflict with the provisions of such special warranties.

The Contractor shall obtain and furnish to the Government all information which is required in order to make any subcontractor's, manufacturer's, or supplier's guarantee or warranty legally binding and effective, and shall submit both the information and the guarantee or warranty to the Government in sufficient time to permit the Government to meet any time limit requirements specified in the guarantee or warranty, but not later than completion and acceptance of all work under this contract.

G.8 Equitable Adjustments

Any circumstance for which the contract provides an equitable adjustment, that causes a change within the meaning of paragraph (a) of the "Changes" clause shall be treated as a change under that clause; provided, that the Contractor gives the Contracting Officer prompt written notice within a limit of 20 days stating (a) the date, circumstances, and applicable contract clause authorizing an equitable adjustment and (b) that the Contractor regards the event as a changed condition for which an equitable adjustment is allowed under the contract.

The Contractor shall provide written notice of a differing site condition within 10 calendar days of occurrence in accordance with additional information provided in FAR 52.236-4, Differing Site Condition.

DOSAR 652.235-70 Accident Prevention (AUG 1999)

(a) General. The Contractor shall provide and maintain work environments and procedures which will (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities; (2) avoid interruptions of Government operations and delays in project completion dates; and (3) control costs in the performance of this contract. For these purposes, the Contractor shall—

- (1) Provide appropriate safety barricades, signs and signal lights;
- (2) Comply with the standards issued by any local government authority having jurisdiction over occupational health and safety issues; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for this purpose are taken.

(4) Apply appropriate safety measures for Temporary Wiring, Electric Tools, and Electrical Hazards:

- A. Work on new and existing energized (hot) electrical circuits is prohibited until all power is shut off and a positive Lockout/Tagout System is in place;
- B. Frayed or worn electrical cords or cables are prohibited;
- C. Use only 3-wire type extension cords;
- D. The Contractor shall remove broken or damaged tools and equipment from the jobsite, and check regularly for defects;
- E. The Contractor shall protect all temporary power (including extension cords) with ground fault circuit interrupters (GFCIs);
- F. The Contractor shall not bypass any protective system or device designed to protect employees from contact with electrical current;
- G. The Contractor shall locate and identify overhead electrical power lines, and assure that equipment or materials never come within 10 feet of electrical power lines.

(5) Apply appropriate safety measures for height and ladder safety:

- A. Self-supporting (foldout) and non-self-supporting (leaning) portable ladders must be able to support at least four times the maximum intended load, except extra-heavy-duty metal or plastic ladders, which must be able to sustain 3.3 times the maximum intended load.
- B. Angle: Non-self-supporting ladders, which must lean against a wall or other support, are to be positioned at such an angle that the horizontal distance from the top support to the foot of the ladder is about 1/4 the working length of the ladder. In the case of job-made wooden ladders, that angle should equal about 1/8 the working length. This minimizes the strain of the load on ladder joints that may not be as strong as on commercially manufactured ladders.
- C. Rungs : Ladder rungs, cleats, or steps must be parallel, level, and uniformly spaced when the ladder is in position for use. Rungs must be spaced between 10 and 14 inches apart. For extension trestle ladders, the spacing must be 8-18 inches for the base, and 6-12 inches on the extension section. Rungs must be so shaped that an employee's foot cannot slide off, and must be skid-resistant. Ladders are to be kept free of oil, grease, wet paint, and other slipping hazards. Wood ladders must not be coated with any opaque covering, except identification or warning labels on one face only of a side rail.
- D. Other Requirements: Foldout or stepladders must have a metal spreader or locking device to hold the front and back sections in an open position when in use. When two or more ladders are used to reach a work area, they must be offset with a landing or platform between the ladders. The area around the top and bottom of ladder must be kept clear. Ladders must not be tied or fastened together to provide longer sections, unless they are specifically designed for such use. Never use a ladder for any purpose other than the one for which it was designed. Avoid electrical hazards! – Look for overhead power lines before handling a ladder. Avoid using a metal ladder near power lines or exposed energized electrical equipment. Do not place a ladder on boxes, barrels or other unstable bases to obtain additional height.

(6) Safety Manager.

- A. The Contractor shall designate a safety manager for this contract. The safety manager shall be responsible for coordination of safety procedures, and monitoring of those aspects of the work that pose the greatest safety risks.
- B. If, during the performance of this contract, the Contractor encounters hazardous materials (including asbestos-containing materials, etc), the Contractor shall immediately report the situation to the COR.

(b) Records. The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to or theft or loss of property, materials, supplies, or equipment. The Contractor shall report this data in the manner prescribed by the Contracting Officer.

(c) Subcontracts. The Contractor shall be responsible for its subcontractors' compliance with this clause.

(d) Safety Program. Before commencing the work, the Contractor shall meet with the Contracting Officer to discuss and develop a mutual understanding relative to administration of the overall safety program.

(e) Notification. The Contracting Officer shall notify the Contractor of any non-compliance with these requirements and the corrective actions required. This notice, when delivered to the Contractor or the Contractor's representative at site, shall be deemed sufficient notice of the non-compliance and corrective action required. After receiving the notice, the Contractor shall immediately take correction action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order suspending all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any suspension of work issued under this clause.

G.9 Public notification

The Contractor agrees not to use the work under this purchase order to promote or advertise its' business, without the written approval of the Contracting Officer.

H. CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far/index.html> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. You may also use an internet “search engine” (e.g., Yahoo, Excite, Alta Vista, Google, etc.) to obtain the latest location of the most current FAR.

FEDERAL ACQUISITION REGULATION (48 CFR CH. 1)

<u>Clause</u>	<u>Title and Date</u>
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL2010)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
52.213-4	Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (OCT 2010)
52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
52.222-19	Child Labor – Cooperation with Authorities and Remedies (JULY 2010)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2006)
52.225-14	Inconsistency Between English Version and Translation of Contract (AUG 1989)
52.227-3	Patent Indemnities (APR 1984)
52.228-3	Workers’ Compensation Insurance (Defense Base Act) (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)
52.228-11	Pledges of Assets (FEB 1990)
52.228-13	deleted
52.229-6	Taxes - Foreign Fixed-Price Contracts (JUN 2003)
52.232-5	Payments under Fixed-Price Construction Contracts (SEP 2002)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-17	Interest (OCT 2010)
52.232-18	Availability of Funds (APR 1984)
52.232-24	Prohibition of Assignment of Claims (JAN 1986)
52.232-27	Prompt Payment for Construction Contracts (OCT 2008)
52.232-33	Mandatory Information for Electronic Funds Transfer (AUG 1996)

52.232-34	Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (JUL 2002) Alternate I (DEC 1991)
52.233-3	Protest after Award (AUG 1996)
52.236-2	Differing Site Conditions (APR 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (APR 1984)
52.236-5	Material and Workmanship (APR 1984)
52.236-6	Superintendence by the Contractor (APR 1984)
52.236-7	Permits and Responsibilities (NOV 1991)
52.236-8	Other Contracts (APR 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
52.236-10	Operations and Storage Areas (APR 1984)
52.236-11	Use and Possession Prior to Completion (APR 1984)
52.236-12	Cleaning Up (APR 1984)
52.236-14	Availability and Use of Utility Services (APR 1984)
52.236-15	Schedules for Construction Contracts (APR 1984)
52.236-21	Specifications and Drawings for Construction (FEB 1997)
52.236-26	Preconstruction Conference (FEB 1995)
52.242-14	Suspension Of Work (APR 1984)
52.243-4	Changes Alternate II (JUNE 2007)
52.243-5	Changes and Changed Conditions (APR 1984)
52.245-9	Use & Charges (JUL 2010)
52.246-12	Inspection of Construction (AUG 1996)
52.246-21	Warranty of Construction (APR 1984)
52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
	Alternate I (APR 1984)
52.249-10	Default (Fixed-Price Construction) (APR 1984)

The following clauses are set forth in full text:

DEPARTMENT OF STATE ACQUISITION REGULATION (DOSAR) CLAUSES

652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (AUG 2007) (not applicable)

(End of clause)

CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government email.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an email signature block that shows name, the office being supported and company affiliation (e.g. "John Smith, Office of Human Resources, ACME Corporation Support Contractor");
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

(End of clause)

652.228-70 Defense Base Act - Covered Contractor Employees.

As prescribed in 628.309-70(a), insert the following provision:

DEFENSE BASE ACT - COVERED CONTRACTOR EMPLOYEES (JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals: Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker's compensation laws		Local Nationals: Third Country Nationals:

(b) The contracting officer has determined that for performance in the country of Trinidad and Tobago -

☒ Worker's compensation laws exist that will cover local nationals and third country nationals.

☐ Worker's compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department’s Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74, Defense Base Act Insurance Rates - Limitation. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.

(End of provision)

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

- (1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;
- (2) That it has obtained all necessary licenses and permits required to perform this contract; and,
- (3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. All modifications to the contract must be made in writing by the contracting officer.

652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

I. LIST OF ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>	<u>NO.PAGES</u>
Attachment 1	TESTING PROCEDURES AND PARAMETERS	8
Attachment 2	Government Furnished Property	none

J. QUOTATION INFORMATION

A. QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references;
- (4) Have the necessary personnel, equipment and financial resources available to perform the work;
- (5) Have all licenses and permits required by local law;
- (6) Meet all local insurance requirements;
- (7) Have the ability to obtain or to post adequate performance security, such as bonds, irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (8) Have no adverse criminal record; and
- (9) Have no political or business affiliation which could be considered contrary to the interests of the United States.

B. SUBMISSION OF QUOTATIONS

This solicitation is for the performance of the construction services described in the statement of work, and the Attachments which are a part of this request for quotation.

Each quotation must consist of the following:

- 1) Standard Form 1442 completed blocks 14, 15, 16, and 17, and signed by Offeror's authorized representative in blocks 20a, 20b and 20c;
- 2) Quotation totals written into Section A, page 4, of this document;
- 3) Information written into pages 21, 28, 29, and 32 of this document;
- 4) Itemized quotation;
- 5) Performance schedule in the form of a "bar chart" (with proposed start date based upon availability of cable and other required materials; and the Contractor's availability).
- 6) Apart from the delivery and installation of the fiber optic cable, identify the date that the quantity of two (2) 10/100BaseT/TX to 100BaseFX Media Converters will be available for installation.
- 7) Information on the owners, partners, and principal officers of the Offeror; the name and address of the Offeror's field superintendent; and names, addresses, and telephone numbers of subcontractors and principal materials suppliers.

The complete quotation shall be submitted at the address indicated on Standard Form 1442, if mailed, or the address set forth below, if hand delivered:

Embassy of the United States of America
ATTN: Kevin Harris, Contracting Officer
15 Queen's Park West
Port of Spain, Trinidad, W.I.

The deadline to receive quotes is Monday, May 23, 2011 at 3:00 p.m.

Any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this request for quotation shall be identified and explained/justified.

(a) The performance schedule shall be presented in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date (indicating various portions of the work; when work will commence and be completed in each section).

(b) Information on the Offeror's management and experience shall include the following:

1. A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
2. The name and address of the Offeror's field superintendent for this project, and;
3. A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them. With the list of suppliers, provide the product data sheets for cabling to be used for this project.
4. A list of previous projects using ANSI/TIA/EIA standards.

C. 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors are urged and expected to inspect the site where the work will be performed. Offerors shall inspect the site prior to completing the quotation.

(b) To schedule the site visit, contact the Information Management Officer, Mr. Roger Powe, powerw@state.gov , 822-5932.

D. MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be less than \$158,000.00TTD [\$25,000.00USD].

E. LATE QUOTATIONS. Late quotations shall be handled in accordance with FAR

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004), which is incorporated by reference into this solicitation.

Alternate II (Oct 1997). As prescribed in [15.209](#)(a)(2), add a paragraph (c)(9) substantially the same as the following to the basic clause:

(c)(9) Offerors may submit proposals that depart from stated requirements. Such proposals shall clearly identify why the acceptance of the proposal would be advantageous to the Government. Any deviations from the terms and conditions of the solicitation, as well as the comparative advantage to the Government, shall be clearly identified and explicitly defined. The Government reserves the right to amend the solicitation to allow all offerors an opportunity to submit revised proposals based on the revised requirements.

K. EVALUATION CRITERIA

Award will be made to the lowest priced, acceptable, responsible quoter who submits a technically acceptable quotation. The Government reserves the right to reject quotations that are unreasonably low or high in price.

Acceptability will be determined by assessing the offeror's compliance with the terms of the RFQ. Responsibility will be determined by analyzing whether the apparent successful quoter complies with the requirements of FAR 9.1, including:

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- otherwise qualified and eligible to receive an award under applicable laws and regulations.

SECTION L - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

L.1 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____

- ☐ TIN has been applied for.
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of Organization.

- ☐ Sole Proprietorship;
- ☐ Partnership;

- ☐ Corporate Entity (not tax exempt);
- ☐ Corporate Entity (tax exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent;

Name _____

TIN _____

(End of provision)

L.2 52.204-6 CONTRACTOR IDENTIFICATION NUMBER -DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003) (deleted)

L.3 52.204-8 Annual Representations and Certifications. JAN 2011

(i) [52.203-2](#), Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in [Part 13](#);

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the clause at [52.204-7](#), Central Contractor Registration.

(iv) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) [52.214-14](#), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) [52.215-6](#), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) [52.219-1](#), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) [52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.

(xi) [52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.

(xii) [52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) [52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) [52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xv) [52.225-2](#), Buy American Act Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).

(xvi) [52.225-4](#), Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at [52.225-3](#).

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) [52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

(xviii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xix) [52.225-25](#), Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) [52.226-2](#), Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[None]

— (i) [52.219-22](#), Small Disadvantaged Business Status.

— (A) Basic.

— (B) Alternate I.

— (ii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

— (iii) [52.222-48](#), Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

— (iv) [52.222-52](#), Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.

— (v) [52.223-9](#), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

— (vi) [52.223-13](#), Certification of Toxic Chemical Release Reporting.

— (vii) [52.227-6](#), Royalty Information.

— (A) Basic.

— (B) Alternate I.

— (viii) [52.227-15](#), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [not applicable]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	not applicable_	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

L.4 52.225-18 Place of Manufacture (Sept 2006)

(a) *Definitions.* As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;

- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

L.5. AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: _____

Address: _____

Telephone Number: _____

L.6 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES (JUN 2006) (completed on page 21)

(End of provision)

**L.7 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—
CERTIFICATION (AUG 2009)**

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

**L.8. 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations –
Representations (July 2009)**

- (a) *Definition.* Inverted domestic corporation means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 USC 395 (b), i.e. a corporation that used to be a partnership in the United States but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country that meets

the criteria specified in 6 USC 395 (b), applied in accordance with rules and definitions of criteria 6 USC 395 (c).

(b) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 USC 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 USC 395 and for this solicitation provision (see FAR 9.108)

(c) *Representation.* By submission of its offer, the offer represents that it is not an inverted domestic corporation and is not a subsidiary of one.

L.9. 52.225-25 Prohibition on Engaging in Sanctioned Activities Relating to Iran – Certification (SEP 2010)

(a) *Definition.* “Person”—

(1) Means—

- i. A natural person;
- ii. A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- iii. Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) *Certification.* Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran’s ability to acquire or develop certain weapons.

(c) *Exception for trade agreements.* The certification requirement of paragraph (b) of this provision does not apply if—

- (1) This solicitation includes a trade agreements certification (*e.g.*, 52.225-4, 52.225-11 or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

ATTACHMENT #1: TESTING PROCEDURES AND PARAMETERS**5 FAH-9 H-374 FIBER OPTIC TESTING***(CT:NET-1; 09-21-2005)*

The only acceptance parameter that is required after installing fiber optic cabling is link attenuation.

- (1) Link attenuation may be determined with an optical source and power meter or an optical time domain reflectometer (OTDR).
- (2) A segment is the passive cabling which includes cable, connector pairs, and splices between two connecting hardware termination points.

Test Segment with Connectors	Wavelength (nm)	Max. Attn. (dB)
Horizontal Test at both wavelengths, in both directions. (90m/295 ft. cable and connectors)	850 nm 1300 nm	2.0dB
Horizontal Open office w/consolidation point (0.75 dB for additional connector pair)	850 nm 1300 nm	2.50dB
Horizontal Open office w/multi-user telecommunications outlet (MUTOA)	850 nm 1300 nm	2.0dB
Centralized (300m/984ft)	850 nm 1300 nm	3.3dB
Centralized Open office with consolidation point	850 nm 1300 nm	4.1dB

Table 4. Maximum Horizontal Multimode Fiber Attenuations

- (3) Test fiber optic horizontal link segment attenuation (Table 4 limits):
 - (a) Test attenuation at 850 nm and 1300 nm, both wavelengths, in both directions for link acceptance of multi-mode fiber optic cabling; and
 - (b) Because the length of horizontal cabling link is limited to 90 meters or 295 feet, 2.0 dB is the maximum attenuation in most cases.

- (4) Length may be measured with an optical time domain reflectometer (OTDR) or the OTDR can be used to find the cause and location of a power loss.

5 FAH-9 H-374.1 Fiber Optic Test Equipment Calibration and Reference

(CT:NET-1; 09-21-2005)

The following optical source and power meter reference procedure complies with ANSI/TIA - 568-B.1; TIA-526-14-A, Method B (multimode); and TIA -526-7, Method 1 (singlemode):

- (1) Make sure that all system connectors, adapters, and jumpers are properly cleaned before taking measurements.
- (2) Using figure 2, connect a 62.5/125 μ m jumper (when testing 62.5/125 μ m cabling) between the optical source and the optical power meter.

NOTE: Use the same type jumper as the cabling that is being tested, such as, a 50/125 μ m jumper for testing 50/125 μ m cabling.

- (3) Turn ON the optical source and power meter. Allow them to stabilize for a few minutes.
- (4) The reference power reading may be displayed in dBm. This is the output power of the optical source coupled with the jumper. Record this reading as the (Pref).
- (5) Using an adapter, insert a second 62.5/125 μ m jumper between the first jumper and the optical power meter. Record this reading as (P_{check}).

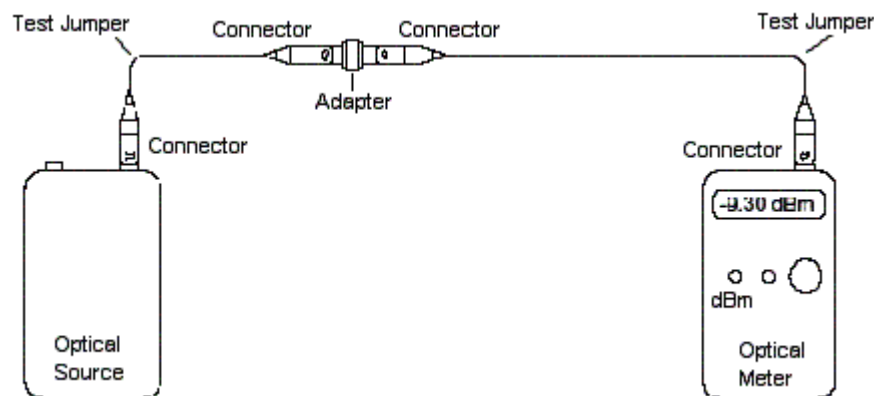


Figure 2. Fiber Optic Reference-Reading Connections

- (6) Use the following equation to ensure the attenuation added by the second jumper is less than or equal to 0.75 dB. ($P_{ref} - P_{check} \leq 0.75 \text{ dB}$).
- (7) Leave the jumpers attached to the optical source and power meter and DO NOT reset the reference reading.

- (8) Disconnect the two jumpers at the adapter. DO NOT turn off the power meter or source as this may cause the stable reference calibration to be lost.
- (9) DO NOT disconnect or adjust the jumper connection at the optical source after the reference value is recorded. This could change the value and cause final test readings to be inaccurate.

5 FAH-9 H-374.2 Fiber Optic Testing Equipment and Techniques

(CT:NET-1; 09-21-2005)

An optical fiber link is a path consisting of one strand of fiber that has a connector on both ends. Optical fiber links normally begin and end in fiber distribution units. Fiber optic cable should be tested before it is installed and an optical fiber link should be tested before it is put into service.

- (1) Use an OTDR for preinstallation, acceptance, and length testing. This requires access to only one end of the cable and can be used to measure the following:
 - (a) End-to-end attenuation. This should be compared to the test report on the reel using the same test method used by the manufacturer;
 - (b) Distance to a point of high attenuation. This could indicate a defect in the fiber strand, a fiber break, or the end of the cable. The OTDR will show the distance from the beginning of the reel to the damaged area in either meters or feet. The footage markers on the cable sheath can be used to assist in locating the damaged section; and
 - (c) Continuity testing end-to-end of each fiber.
- (2) Use an optical source and power meter for preinstallation and acceptance test link attenuation values. Both ends of the cable must be accessible to use the optical source and power meter.
- (3) Perform acceptance testing on the link and not on a circuit that has one or more patch cords.
- (4) Fiber optic link attenuation test procedures using figure 2:
 - (a) Use the optical power source and light meter reference obtained for (P_{ref});
 - (b) Ensure that the optical source and light meter have remained ON and the test jumpers are still connected to the test optical source and light meter after the (P_{ref}) check was accomplished;
 - (c) Attach the optical source test jumper 1 to one end of the segment to be tested;
 - (d) Attach the optical power meter test jumper 2 to the other end of the

segment;

- (e) Record the test power reading as (P_{test}); and
- (f) Subtract the test power from the reference power to determine end-to-end attenuation. $P_{\text{ref}} - P_{\text{test}} = \text{attenuation (dB)}$

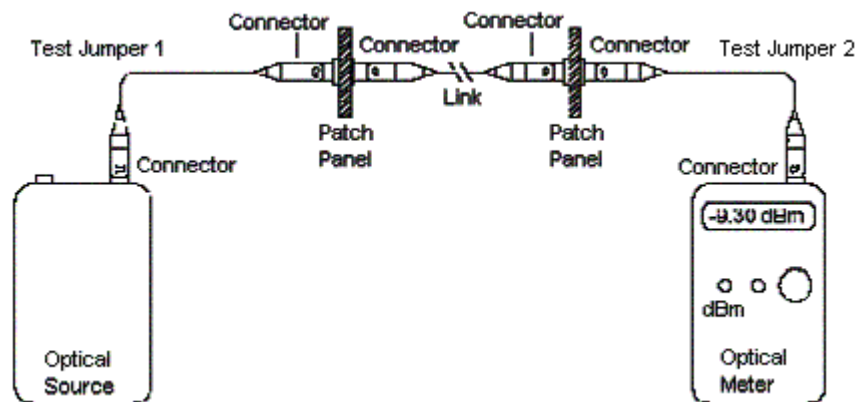


Figure 3. Fiber Optic Link Attenuation Meter Connections

- (5) Use these procedures, as outlined above, with a dual optical light source and meter to accurately and quickly test a duplex-fiber system.
- (6) An OTDR may be used for attenuation (acceptance) testing of fibers left unterminated.

5 FAH-9 H-376 DOCUMENTATION

(CT:NET-1; 09-21-2005)

Documentation of installed cabling is probably the most important action to be taken. Accurate link, channel, and configuration records facilitate ease of maintenance, troubleshooting, and future upgrades. Performance testing results may be compared to future testing results to evaluate and rectify any difficulties that may occur. The test results will also aid in future planning or expansion activities.

- (1) Download, printout, or record test results and attach them to or place them with redlined design drawings, scopes of work, and other performance test forms. Test results must be used to:
 - (a) Verify that the passive components are installed properly;
 - (b) Establish installation accountability; and
 - (c) Provide a documented benchmark for comparing future performance test results.
- (2) Perform an installation in accordance with applicable design drawings and scopes of work. Update drawings indicating installation progress or any corrections

based on site-specific anomalies.

- (3) Verify that Post's existing telecommunications records are current or update them as necessary.
- (4) Ensure equipment, cabling, and outlets are labeled, and that labeling has been accomplished in accordance with 5 FAH-9 H-380, Labeling and design drawings.
- (5) Record performance test results for each horizontal and backbone cabling run on the appropriate performance test record. Performance test records are provided in 5 FAH-9 Exhibits.
- (6) Leave a copy of the redlined (corrected) design drawings and performance test records at Post for their records.

5 FAH-9 H-376.1 Minimum Documentation Requirements

(CT:NET-1; 09-21-2005)

A certification field tester will automatically complete required testing when set to the auto-test mode. The tester will administer each test, compare the results to the selected category or classification limits; and store, print, or download the test results as directed by the operator. The results may also be manually transferred to worksheets and performance test records.

- (1) Use the form 5 FAH-9 Exhibit H-375.1-2 to record measurements.
- (2) Certification field tester results should be printed and attached to the appropriate form and redlined design drawings.
- (3) Measure and record UTP and ScTP horizontal cabling measurements as both permanent link and channel segments.
- (4) Measure and record Fiber Optic preinstallation attenuation, and permanent link attenuation after the installation is complete for acceptance.
- (5) Record TMGB and TGB locations on the redlined drawings.

5 FAH-9 H-377 THROUGH H-379 UNASSIGNED

5 FAH-9 EXHIBIT H-375.1-2 CENTRALIZED FIBER OPTIC LINK PERFORMANCE RECORD

Location:		Technicians		Date:
Link ID:	Client Switch Port or Patch Panel ID:	Backbone Switch and Port ID:	Cable Type: 62.5/125 μ m or 50/125 μ m	Connector Type(s):
Centralized Fiber Link Attenuation:				
850nm Work Area to Telecom Room dB		1300nm Work Area to Telecom Room dB		
850nm Telecom Room to Work Area dB		1300nm Telecom Room to Work Area dB		
Length from Telecom Room to Work Area:				
Notes:				

ATTACHMENT #2
GOVERNMENT FURNISHED PROPERTY

[None]